

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Loretta S. Williams	:	CHAPTER 13
xxx-xx-3797	:	
501 North Bethlehem Pike	:	
Unit 8A	:	CASE NO. 09-16084SR
Ambler, PA 19002	:	
	:	
Debtor	:	
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Loretta S. Williams	:	ADVERSE NO. 09-267SR
	:	
v.	:	
	:	
GHS Solutions, LLC	:	
d/b/a GHS Debt Solutions	:	
4733 W. Atlantic Avenue	:	
Suite C7	:	
Delray Beach, FL 33445	:	
	:	

SETTLEMENT AGREEMENT

This SETTLEMENT STIPULATION, made and entered into this ~~10-10-2009~~ Day of September, 2009, by and between Loretta S. Williams, the Plaintiff, on the one hand, and GHS Solutions, LLC, doing business as GHS Debt Solutions, on the other hand, who intending to be legally bound, do hereby agree as follows:

RECITALS

1. The Plaintiff is Loretta S. Williams, a natural person and the Debtor in the underlying Chapter 13 case.
2. The Defendant is GHS Solutions, LLC, a Florida limited liability company, doing business as GHS Debt Solutions.
3. The Plaintiff filed her underlying Chapter 13

case on August 14, 2009.

4. Prior to said filing, the Plaintiff did enter into an agreement with the Defendant, and did pay to the Defendant a total of Eleven Thousand, Five Hundred Twenty-Eight Dollars and Eighty-Two Cents (\$11,528.82).

5. Since the filing of the Plaintiff's Complaint, the parties, through counsel, have engaged in good faith negotiations to resolve the litigation.

6. Without admission of liability, the Parties do agree to settle the litigation on the terms set forth herein.

AGREEMENT

7. The Defendant shall pay to the plaintiff the sum of Eleven Thousand, Four Hundred Twenty-Two Dollars and Twenty-Two Cents, (\$11,422.22), lawful monies of the United States, in full and complete satisfaction of the claim or claims of the Plaintiff against the Defendant as enunciated in Plaintiff's Complaint.

8. Subject to the obligations of the Parties set forth herein, the Plaintiff on the one hand, and Defendant, on the other hand, do each hereby remise, release, discharge and acquit each other, and each other's respective members, officers, directors, shareholders, members, employees, attorneys and representatives from any and all claims, actions, liabilities, debts and causes of action whatsoever, known or unknown, however incurred or arising, from the beginning of time to the

present day, including but not limited to the claims asserted or which could have been asserted in the Litigation.

9. Upon receipt of a fully executed copy of the Settlement Agreement, and payment from the Defendant to the Plaintiff and her attorney of the amount of \$11,422.22, the Plaintiff will promptly file a motion for approval of this Settlement Agreement with the Bankruptcy Court pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure.

10. This Settlement Agreement contains the entire agreement between the parties and may only be amended in a writing executed by all parties hereto and approved by the Bankruptcy Court.

11. This Settlement Agreement is being executed for settlement purposes only and does not constitute an admission of liability by any Party.

12. This Settlement Agreement may be executed in counterparts, including by facsimile.

13. The parties and the individuals executing this Settlement Agreement on behalf of a party or parties do represent and warrant that they have the authority to execute this Agreement and that when executed by the undersigned, the parties will be bound hereunder.

14. The Bankruptcy Court shall retain jurisdiction over any and all disputes that shall arise in connection with this Settlement Agreement.

IN WITNESS WHEREOF, AND INTENDING TO BE BOUND HEREBY,

the parties do execute this Settlement Agreement as of the
day and year first above written.

Loretta S. Williams

Date: 10-10-2009

By: 

GHS Solutions, LLC

Date: 10/1/09

By: 